

FILED

Harrisburg, PA.

May 27, 2022

Clerk, U.S. Bankruptcy Court

Fill in this information to identify the case:

Debtor 1 BORASETH I TUM

Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: Middle District of Pennsylvania

Case number 20-00829

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Ascendium Education Solutions, Inc</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Ascendium Education Solutions, Inc</u> Name <u>PO Box 8961</u> Number Street <u>Madison</u> <u>WI</u> <u>53708</u> City State ZIP Code Contact phone <u>800-874-8982</u> Contact email <u>GA-Bankmail@AscendiumEducation.org</u>	Where should payments to the creditor be sent? (if different) <u>Ascendium Education Solutions, Inc</u> Name <u>PO Box 809142</u> Number Street <u>Chicago</u> <u>IL</u> <u>60680</u> City State ZIP Code Contact phone <u>800-874-8982</u> Contact email <u>GA-Bankmail@AscendiumEducation.org</u>
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on ____ / ____ / ____	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>9</u> <u>8</u> <u>9</u> <u>1</u>
7. How much is the claim? \$	<u>65,254.24</u> Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Guaranteed Student Loans</u>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 03/13/2020
MM / DD / YYYY

/s/ Jeanine Peterson

Signature

Print the name of the person who is completing and signing this claim:

Name Jeanine Peterson

First name

Middle name

Last name

Title Bankruptcy Filings Lead

Company Ascendium Education Solutions, Inc

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address PO Box 8961

Number

Street

Madison

City

WI

State

53708

ZIP Code

Contact phone 800-874-8982

Email GA-Bankmail@AscendiumEducation.org

03-13-20 14:39

Default Summary

GWIN114A A

Monetary Data

Page 1

Borr Acct Id	████████	9891	6	Guar Nr	755	Name	TUM, BORASETH I
Coll Id Nr	00000	PTP Coll Id Nr	00000	PTP Dt			
Orig Dflt Dt	08-13-18	Prin Pd Fed	0.00	Last Pmt At	53,475.89		
Last Dflt Dt	08-13-18	Prin Unpd Fed	53,475.89	Last Pmt Dt	08-13-18		
PIF Dt		Prin Pd Guar	0.00	Last Pmt Type Cd	NP		
Cons Int Pt	7.25	Prin Unpd Guar	0.00	Mo Pmt At	0.00		
		P/I Pd Fed	0.00	Rtrn Chk Qy	0		
Clm Type Cd	07	P/I Unpd Fed	0.00	Coll Agency Nr	041		
Clm Prin Pd	27,839.15	P/I Pd Guar	0.00	Bkrpt Dis Dt			
Clm Int Pd	24,032.44	P/I Unpd Guar	0.00	Prin Dis At	0.00		
Lgl Fee Pd	0.00	Acc Thru Dt	08-13-18	Prin Dis Pd	0.00		
LglFee Unpd	0.00	A/I Pd Fed	0.00	P/I Dis At	0.00		
Oth Fee Pd	0.00	A/I Unpd Fed	0.00	P/I Dis Pd	0.00		
OthFee Unpd	0.00	A/I Pd Guar	0.00	A/I Dis At	0.00		
NonReim Fee	0.00	A/I Unpd Guar	0.00	A/I Dis Pd	0.00		
RptTotFeePd	0.00	Prin Ncol Fed	0.00	Int Ncol Fd	0.00		
AWG Status		Prin Ncol Guar	0.00	Int Ncol Gr	0.00		
PayoffColFee	5,736.34	Stoff Fee Pd	0.00	RptStFeeUpd	0.00		
		Stoff Fee Unpd	0.00	RptLgFeeUpd	0.00		
Payoff At	65,254.24	As Of	03 04 20	RptOtFeeUpd	0.00		

ENTER NEW PAYOFF DATE TO RECALCULATE PAYOFF AMT, PF12 PAGE FORWARD, PF22=EDGAR
A DEMO AND/OR LOAN HOLD EXISTS FOR THIS ACCOUNT

4-© §	A	Sess-1	00.0	TCPS2912	#§3/15
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Ascendium Education Solutions, Inc.
PO Box 8961
Madison WI 53708-8961

SS # 9891
Name BORASETH I TUM

1a	Principal Due	53,475.89
2	Interest Due	6,042.01
3	Collection Fees Due	5,736.34
4	Proof of Claim Amt	65,254.24

Principal Calculation

1	Prin Unpd Fed	53,475.89
1	Prin Unpd Guar	0.00
1a	Principal Due	53,475.89

Interest Calculation

4	Payoff At (as of bankruptcy file date)	65,254.24
3	Payoff Coll Fee (Collection Fees Due)	5,736.34
1a	Principal Due	53,475.89
2	Interest Due	6,042.01

Application Dates

1	1/9/2007
2	1/10/2007
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Federal Family Education Loan Program (FFELP)**Federal Consolidation Loan
Application and Promissory Note**

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines, imprisonment, or both, under the United States Criminal Code and 20 U.S.C. 1097.

Guarantor, Program, or Lender Identification

WEB

OMB No. 1845-0036

Before You Begin

Read the Instructions for Completing the Federal Consolidation Loan Application and Promissory Note. Print using dark ink or type. This form must be signed and dated by the applicant(s).

Section A. Borrower Information

1. Last Name	First Name	MI	2. Social Security Number
TUM	BORASETH	I	9891

10. Consolidating Lender Name

Sallie Mae

11. Lender Code, if known

Section B. Spouse Information

Only complete this section if your spouse has eligible loans and you both wish to consolidate jointly. If you complete Section B, also include your spouse's loan(s) in Sections D.1 and D.2. Your spouse must also sign and date Item 38 in Section G.

12. Last Name	First Name	MI
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13. Social Security Number

14. Date of Birth (Month/Day/Year)

15. Former Name(s)

16. Driver's License State and Number

State #

17. Fax Number and E-mail Address (Optional)

Fax ()

E-mail Address

18. Employer Name

Address

City

State

Zip Code

Employer Area Code/Telephone Number

()

Section C. Reference Information

You must provide two separate references with different U.S. addresses. Do not include individuals who live with you (e.g., spouse) or live outside the United States. Both references must be completed fully and should be relatives or acquaintances you (or you and your spouse, if consolidating jointly) have known for at least three years.

19. Name

Permanent Address

City, State, Zip Code

E-mail Address (Optional)

Area Code/Telephone Number

Relationship to Borrower

Borrower's Name	TUM	BORASETH	I	Social Security Number	9891
Spouse's Name				Social Security Number	
(Please print. Enter spouse's information only if you completed Section B.)					
Section D.1. Education Loan Indebtedness — Loans You Want to Consolidate					
<i>Read the instructions before completing this section. List all education loans you want to consolidate, including loans currently held by the lender that will be consolidating your loans. Use the Loan Codes listed in the instructions. If you need to list additional loans, use the Additional Loan Listing Sheet included in this package. Include your spouse's loans only if Section B has been completed. ONLY LIST LOANS THAT YOU WANT TO CONSOLIDATE IN THIS SECTION.</i>					
20. Loan Code (See Instructions)	21. Loan Holder Name and Mailing Address	22. B-Borrower S-Spouse J-Joint	23. Loan Account Number	24. Interest Rate	25. Payoff Amount
STFS	SLM ABCP 1002 ARTHUR DRIVE LYNN HAVEN, FL	B		7.14	\$2,725.48
STF3	SLM ABCP 1002 ARTHUR DRIVE LYNN HAVEN, FL	B		7.14	\$4,650.43
STFS	SLM ABCP 1002 ARTHUR DRIVE LYNN HAVEN, FL	B		7.14	\$3,634.00
STFS	SLM ABCP 1002 ARTHUR DRIVE LYNN HAVEN, FL	B		7.14	\$5,710.54
STF3	SLM ABCP 1002 ARTHUR DRIVE LYNN HAVEN, FL	B		7.14	\$5,496.69
STFS	SALLIE MAE ED TRUST/WILMINGTON TRST 777 TWIN CREEK DRIVE KILLEEN, TX	B		7.14	\$2,855.27
STF3	SALLIE MAE ED TRUST/WILMINGTON TRST 777 TWIN CREEK DRIVE KILLEEN, TX	B		7.14	\$2,693.56
26. Grace Period End Date – If any of the loans that you have selected for consolidation are in a grace period and you wish to delay processing until you have completed your grace period, enter your expected grace period end date. If you do not wish to delay processing, leave this field blank. (Month/Year) _____					

Borrower's Name TUM BORASETH I Social Security Number 891

Spouse's Name _____ Social Security Number _____

(Please print. Enter spouse's information only if you completed Section B.)

Section F. Borrower Certification and Authorization

(In the case of a Federal Consolidation Loan made to a married couple, all references to "I," "me," "my," "you," and "your" in the Promissory Note, Borrower's Rights and Responsibilities Statement, Borrower Certification and Authorization, as well as other materials provided in connection with this loan apply equally to the borrower and the borrower's spouse unless otherwise stated.)

34. I declare under penalty of perjury that the following is true and correct:

- A. The information I have provided on this Federal Consolidation Loan Application and Promissory Note is true, complete, and correct to the best of my knowledge and belief and is made in good faith.
- B. (i) I do not owe an overpayment on a Federal Pell Grant, Federal Supplemental Educational Opportunity Grant, or a Leveraging Educational Assistance Partnership Grant (formerly State Student Incentive Grant), or if I owe an overpayment, I have made satisfactory arrangements with the holder to repay the amount owed. (ii) I am not now in default on any loan that I am consolidating or, if I am in default, I have either (a) made satisfactory arrangements with the holder of the defaulted loan(s) to repay the amount owed, or (b) for Federal Stafford, SLS, PLUS, or Consolidation loans, I agree to repay the Federal Consolidation Loan under income-sensitive repayment terms.
- C. The loans I am requesting to consolidate are in grace or in repayment status (including loans in deferment or forbearance).
- D. I do not have any other application pending for a Federal Consolidation Loan with any other lender. If all of my FFELP loans are with one holder who is not the consolidating lender, I further certify that I have sought and been unable to obtain a Federal Consolidation Loan from the holder of my loans, or the holder declined to provide me with an income-sensitive repayment schedule.
- E. If I have an outstanding Federal Consolidation Loan, I am eligible for another Federal Consolidation Loan because: (i) I have subsequently borrowed another eligible loan(s) or (ii) I am consolidating a Federal Consolidation Loan with at least one other eligible loan.
- F. All of the loans selected for consolidation have been used to finance my education or my child's education.
- G. I am not subject to a judgment secured through litigation or to an order for wage garnishment, except as I have disclosed.
- H. If I am applying jointly with my spouse, we are legally married to each other.

35. I also make the following authorizations and statements of understanding:

- A. I understand that the amount of my Federal Consolidation Loan will be based on the payoff amounts of my outstanding eligible loans that I selected for consolidation, as provided by the holders of those loans, and may exceed my estimate of such payoff amounts. The actual payoff amounts may differ from the estimated payoff amounts because the holders will include unpaid principal, unpaid accrued interest, and other costs as permitted by federal regulations in the payoffs reported to the consolidating lender. I understand that if any collection costs are owed on the loans selected for consolidation, these costs may be added to the principal balance of the Federal Consolidation Loan and, in the case of Federal Stafford, SLS, PLUS, or Consolidation loans in default and held by a

guaranty agency, may not exceed 18.5 percent of the outstanding principal and interest on the loan at the time the holders certify the payoff amounts.

- B. I understand that I may no longer be eligible for some deferment types and for subsidized deferment periods on some loans being consolidated. I also understand that I may no longer be eligible for some loan discharges and types of forgiveness that were available on the loans being consolidated. If I am applying jointly with my spouse, I further understand that my Federal Consolidation Loan will be fully discharged only if both of us qualify for discharge and may be partially discharged if only one of us qualifies for discharge. I also understand that I may postpone repayment of the loan only if I provide the lender with a request that confirms deferment or forbearance eligibility for both of us at the same time.
- C. I authorize the consolidating lender to contact the holders identified on my application to determine the eligibility and/or payoff amounts for the loans I have selected for consolidation. I further authorize those holders to release that information.
- D. I authorize the consolidating lender to send the proceeds of my Federal Consolidation Loan to each holder of the loans I have identified to pay off the debts.
- E. If the amounts my consolidating lender sends to my holders exceed the amounts needed to pay off the balances of the selected loans, I understand that the holders will refund the excess to my consolidating lender to be applied against the outstanding balance of this loan. If the amounts my consolidating lender sends to my holders are less than the amounts needed to pay off the balances of the loans selected for consolidation, I will be responsible for notifying my consolidating lender about the remaining amounts. I authorize the consolidating lender to include the remaining amounts in this Federal Consolidation Loan, unless I pay off the remaining balances.
- F. I authorize the consolidating lender, the guarantor, or their agents to investigate my credit record and report information concerning my loan status to persons and organizations permitted by law to receive such information.
- G. I authorize the release of information pertinent to this loan: (i) by the school(s), the lender, and the guarantor, or their agents, to the references on this loan and to members of my immediate family unless I submit written directions otherwise, and (ii) by and among my schools, lenders, guarantors, the Department of Education,
- H. _____ Social Security Number to these parties.
- I. If I have HEAL loans serviced by the consolidating lender and such loans are not included in this Federal Consolidation Loan, I authorize the establishment of a combined payment plan on my behalf.

Section G. Promissory Note (continued on next page) To be completed and signed by the borrower and spouse, if applicable.

(In this Promissory Note, "lender" refers to, and this Promissory Note benefits, the original consolidating lender and its successors and assigns, including any subsequent holder of this Promissory Note.)

36. Promise to Pay:

I promise to pay to the order of the lender, all sums disbursed (hereafter "loan") under the terms of this Promissory Note (hereafter "Note") to pay off my prior loan obligations, plus interest and other charges and fees that may become due as provided in this Note. Unless I make interest payments, interest that accrues on my loan during forbearance periods and on the unsubsidized portion of my loan during deferment periods will be added, as provided under the Act, to the principal balance of the loan. If I fail to make any payments on this Note when due, I will also pay reasonable collection costs, including but not limited to attorney's fees, court costs, and other fees.

If I am applying jointly with my spouse, I understand and agree that I am and will continue to be held jointly and severally liable for the entire amount of the debt represented by the Federal Consolidation Loan without regard to the amounts of our individual loan obligations that are consolidated and without regard to any change that may occur in our marital status. I understand this means that I may be required to pay the entire amount due if my spouse is unable or refuses to pay.

I understand that this is a Promissory Note. I will not sign this Note before reading the entire Note even if I am otherwise advised. I am entitled to an exact copy of this Note and the Borrower's Rights and Responsibilities Statement. My signature certifies I have read, understand, and agree to the terms and conditions of this Note, including the Borrower Certification and Authorization and the Borrower's Rights and Responsibilities Statement.

I UNDERSTAND THAT THIS IS A LOAN THAT I MUST REPAY.

37. Borrower's Signature BORASETH I TUM Today's Date (Month/Day/Year) 12/22/06

38. Spouse's Signature (If consolidating jointly) _____ Today's Date (Month/Day/Year) _____

RIDER TO PROOF OF CLAIM

1. The Creditor submits this Rider to the attached proof of claim.
2. Included with the proof of claim is a redacted copy of the loan agreement and note establishing Debtor's student loan debt.
3. Debtor's student loan debt is nondischargeable pursuant to section 523(a)(8) of title 11 of the United States Code. As such, Debtor's student loan debt will continue to accrue interest during the pendency of Debtor's bankruptcy case. The Creditor reserves the right to seek, either through its proof of claim or directly against Debtor, any fees, expenses and other costs recoverable under the agreements establishing the Debtor's student loan debt.
4. The Creditor further reserves the right to: (a) alter, amend, update, modify, supplement or otherwise revise this proof of claim in any respect at any time, including to add accrued interests and other recoverable costs and expenses; and (b) file additional proofs of claim for any other liability or indebtedness of Debtor. The Creditor specifically preserves all of its procedural and substantive defenses and rights with respect to any claim that may be asserted against the Creditor by Debtor or any other party in interest in Debtor's bankruptcy case, or any other person or entity whatsoever, including any challenge or defense to the jurisdiction of this Court over any such claim.
5. The filing of this proof of claim is not and should not be construed to be: (a) the Creditor's consent to this Court's jurisdiction for any matter that is beyond the constitutional authority of a bankruptcy court; (b) a waiver or release of the Creditor's rights against any other person liable for all or part of any claim described herein; or (c) a waiver of the right to seek to have the reference withdrawn with respect to any proceedings commenced in this case against or otherwise involving the Creditor (including with respect to any counterclaims to the claims asserted in this proof of claim).

From: web@pamb.uscourts.gov on behalf of [PAMB Web](#)
To: [PAMBml fax](#)
Subject: EDSS filing from Jeanine Peterson for Boraseth Tum on Friday, May 27, 2022 - 13:50
Date: Friday, May 27, 2022 1:50:15 PM

Submitted on Friday, May 27, 2022 - 13:50
Submitted by user: Anonymous
Submitted values are:

Filer's Name: Jeanine Peterson
Debtor's name (if different): Boraseth Tum
Filer's EMail Address: JPeterson@AscendiumEducation.org
Filer's Phone Number: 18008748982
Case number (if known): 20-00829

==Documents==

Document 1:

<http://www.pamb.uscourts.gov/system/files/webform/edss/20-00829%20Application%20with%20COS.pdf>

Document description: Application Requesting Redaction of
Personal Information

==More Documents==

Document 2:

<http://www.pamb.uscourts.gov/system/files/webform/edss/20-00829%20Replacement%20document%20POC%20R.pdf>

Document 2 description: Proposed Redacted POC document
Document 3:

<http://www.pamb.uscourts.gov/system/files/webform/edss/20-00829%20Replacement%20document%20Exhibit%20R.pdf>

Document 3 description: Proposed Redacted Exhibit document

Document 4:

Document 4 description:

Document 5:

Document 5 description:

By entering my name in the box below, I affirm that I am intending to sign
this form with my signature and consent to use this electronic form.: Jeanine
Peterson